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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

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In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

September 14, 2016

12:03 PM

B E F O R E:

HON. MARTIN GLENN

U.S. BANKRUPTCY JUDGE

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Pre-Trial Conference Regarding Reed Claims Objection.
Trial set for September 26 at 9:00 AM, continuing day-to-day on
September 27th, September 28th, September 29th, and September
30th.

Transcribed by: Penina Wolicki
eScribers, LLC
700 West 192nd Street, Suite #607
New York, NY 10040
(973)406-2250
operations@escribers.net

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A P P E A R A N C E S :

REED SMITH LLP

Attorneys for ResCap Borrower Claims Trust

1717 Arch Street

Suite 3100

Philadelphia, PA 19103

BY: BARBARA K. HAGER, ESQ.

FRANK J. REED, III

PRO SE

RESIDENTIAL CAPITAL, LLC, ET AL.

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1 P R O C E E D I N G S

2 THE CLERK: All rise.

3 THE COURT: All right, please be seated. We're here
4 in Residential Capital, number 12-12020. This is a pre-trial
5 conference in connection with the contested matter concerning
6 the claim of Frank Reed.

7 May I have the appearances, please, first for the
8 Trust?

9 MS. HAGER: Barbara Hager with Reed Smith, co-counsel
10 for the Borrower Claims Trust.

11 THE COURT: Thank you very much.

12 Mr. Reed?

13 MR. REED: Frank Reed, creditor pro se.

14 THE COURT: All right, thank you.

15 All right, Ms. Hager tell me where we are. Are we
16 ready to go to trial?

17 MS. HAGER: Well, Your Honor, we have the matter of
18 the pending motions in limine.

19 THE COURT: You're going to hear answers on all of
20 those --

21 MS. HAGER: Okay.

22 THE COURT: -- now.

23 MS. HAGER: Sure. Beyond that, I think there might be
24 some discussion about the timing of presentation of witnesses.
25 Mr. Reed was just asking me about that before we got started in

1 terms of trying to properly frame his subpoenas to get his
2 people here. So I think he wants to talk about that.

3 THE COURT: Okay.

4 MS. HAGER: From my perspective, just a comment on the
5 cognizable damages that Mr. Reed is seeking. You'll recall,
6 some months ago Mr. Reed was ordered to provide a statement of
7 his cognizable damages. I think ultimately he provided two.
8 And in the pre-trial -- joint pre-trial which was filed on the
9 12th, there were a couple of other categories of damages that
10 had not appeared in that cognizable damages statement from
11 earlier this year. So specifically, he's raising this issue of
12 lost loan revenue, which seems to be a result of the claim that
13 he didn't get any funds from TD Bank or from a relative as a
14 result of the foreclosure, therefore, the Trust should be
15 responsible for paying him those, essentially, loaned funds
16 that he otherwise would have gotten.

17 So that was something new that we hadn't seen in a
18 prior statement. And he's also got this discussion of
19 homelessness, and he's asking the Court for an equitable remedy
20 whereby the Trust would essentially pay off his existing
21 mortgage on the Matlack property. So a couple things on that.
22 That wasn't raised previously as an item of damages; but also,
23 this trial doesn't concern the Matlack property.

24 Further, I don't know that this is an item of damages
25 per se or simply just his method of calculating a particular

1 damage. With respect to the rental payments that he's claiming
2 were lost from the New Jersey rental properties, he's using his
3 wife's life expectancy to figure out the length of time for
4 which he would have received those rental payments. This came
5 up, again, in the joint pre-trial.

6 I mean, I would have moved in limine to exclude that.
7 And so I wanted to call it to Your Honor's attention today. If
8 there's a motion that I should file --

9 THE COURT: I'm not going to hear any more --

10 MS. HAGER: Okay.

11 THE COURT: -- motions before trial.

12 MS. HAGER: Okay.

13 THE COURT: I want to make that crystal clear. I'm
14 going to rule on all the pending --

15 MS. HAGER: Sure.

16 THE COURT: -- motions in limine. At the time of
17 trial -- I had a deadline for filing motions in limine. Mr.
18 Reed, you didn't file your oppositions. The only way we got
19 them was because Ms. Hager or somebody at Morrison & Foerster
20 emailed one of my law clerks.

21 MR. REED: We did file them.

22 THE COURT: No, you didn't. You did not file any of
23 your oppositions to the -- I've got them, finally. And I got
24 the Trust's replies. But you didn't file them.

25 MR. REED: I came to this court --

1 THE COURT: Mr. Reed, you oppositions to the motions
2 in limine were never received in this court, weren't filed.
3 They're not on ECF. They are now because my courtroom deputy
4 arranged for them to be filed. It didn't affect any ruling on
5 the motions, because I got them, I read them, I received the
6 Trust's replies, I have rulings that I'm going to give.

7 But I'm not hearing any more motions in limine before
8 the start of trial.

9 MS. HAGER: Sure. Fair enough. I suppose from --

10 THE COURT: What I will -- just let me make clear.
11 There's a joint pre-trial order. It sets forth the issues that
12 are going to be tried. I'm not going to try anything else.

13 MS. HAGER: Right. I guess to my point, Your Honor,
14 those items that I just mentioned are in the joint pre-trial --

15 THE COURT: Yeah.

16 MS. HAGER: -- that I didn't see until the afternoon
17 of the day that we filed them, under some very strange family
18 circumstances.

19 THE COURT: I know you've had --

20 MS. HAGER: My point being that had I been aware of
21 them previously, I would have taken steps to deal with them.
22 And so I suppose, taking Your Honor's lead, I'll just object to
23 them at trial, and we'll have to go from there.

24 THE COURT: We'll have to go from there.

25 Anything else, Ms. Hager?

RESIDENTIAL CAPITAL, LLC, ET AL.

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1 MS. HAGER: No, Your Honor.

2 THE COURT: Okay. Mr. Reed?

3 MR. REED: First, I'd just like to say thank you for
4 having them put in. I did come. My daughter delivered them.
5 She came through security. She handed them to the fifth-floor
6 clerk. And I don't know what else -- it's what we've done with
7 every single one of them. So they were done. I came here. I
8 have my E-ZPass receipts that we drove here on the day.

9 THE COURT: Mr. Reed, I got them.

10 MR. REED: Thank you -- yeah, you got them. I'm glad.

11 THE COURT: I got them. I considered them.

12 MR. REED: And as for today, the question -- the
13 biggest question I had in my mind at the moment, before hearing
14 what your rulings are, was scheduling of witnesses, since it's
15 a longer time period. Many --

16 THE COURT: Shorter is better. I mean, if you don't
17 want -- I set a much longer period than I ordinarily would.
18 And I know you've -- I received something that you filed
19 indicating you're not proceeding on a breach of contract
20 theory, you're not seeking damages in connection with any
21 credit reporting. And so I see you're --

22 MR. REED: I've narrowed it --

23 THE COURT: -- you've narrowed it.

24 MR. REED: -- very narrow -- very narrow. It's in
25 the -- it's in the pre-trial brief, which is much narrower.

1 And that letter that came subsequent, it's narrowed greatly.

2 I'd be surprised if it lasts all the time that you've
3 allotted. But I'm trying to talk to the witnesses, and I have
4 subpoenas that I'm picking up from the clerk after our hearing
5 today. And I want to -- I don't want everyone sitting day one
6 waiting and then they're not going to be heard until day two.
7 And so I was going to work it out with Ms. Hager to try and
8 schedule that.

9 THE COURT: Did you talk -- okay. The two of you
10 ought to see if you can work out the scheduling of the
11 witnesses. I don't know how long you anticipate with some
12 flexibility to cross-examine Mr. Reed's witnesses.

13 I like to go full days, Mr. Reed, so I don't like
14 we're out of witnesses at 2 o'clock, and what happens? So but
15 you've been through a trial here before. You certainly see how
16 it works. If you have all the people sitting in the courtroom,
17 well, so be it. Although there is an issue -- I don't know
18 whether, Ms. Hager, you're going to insist on excluding of
19 witnesses from the trial. I don't really find it a big deal,
20 frankly. But that's -- the rules permit it, and you'll have to
21 decide what you want to do.

22 You go first, Mr. Reed. You have to put your case in.
23 You have the burden of proof. As last time, to the extent you
24 have written testimony that you're offering, you'll stand and
25 you'll offer the written testimony. I'll listen to any

1 objections to it. If it comes in, then Ms. Hager cross-
2 examines and then you can ask questions in rebuttal.

3 MR. REED: Ms. Hager and I were discussing the fact
4 that the depositions and the length of time of the various
5 depositions make a good way for me to organize the people, and
6 I think that's -- because that's -- that's essentially what we
7 did. They affirmed their declaration, we entered it, and then
8 Ms. Hager had questions related to that.

9 THE COURT: Usually, cross-examination at trial
10 usually takes less time than the deposition, but not always.
11 I'm not -- okay.

12 So you ought -- the two of you -- I'm not in a
13 position to tell you in what order you call the witnesses. I
14 can't anticipate how long Ms. Hager's cross-examination is
15 going to be, and I can't anticipate what, if any, rebuttal
16 you'll have -- whatever rebuttal. When you -- after Ms. Hager
17 cross-examines, you're entitled to examine the witness on the
18 scope of her cross-examination.

19 So you've got -- if there are six topics that are
20 covered in the written testimony and Ms. Hager only cross
21 examines about four of them, you don't get to do the other two.
22 Okay? Any further examination is --

23 MR. REED: It's based on what she's --

24 THE COURT: -- has to be limited to the subjects that
25 she's covered. Okay?

1 MR. REED: So for example, another question that I had
2 is, certain things that were said in the deposition, I'd like
3 them to repeat for the record and say it. So do I hand them
4 the deposition and say read this paragraph and then that's part
5 of the case-in-chief, and then that way she can --

6 THE COURT: You have written testimony for witnesses.
7 That's your direct. I don't know what's in the depositions,
8 what's not. So somebody -- when a witness is going to be
9 cross-examined, Ms. Hager, it would be helpful if I had a copy
10 of the transcript in front of me so I can -- I can't answer a
11 question in the abstract.

12 If something came -- if three things came up in the
13 deposition that you wished you had included in the direct
14 testimony and Ms. Hager doesn't cross-examine about it, you
15 don't get to cover it. Okay? It's a narrowing. Okay? You
16 put in your direct, instead of -- you had the opportunity to do
17 it in writing rather than with a witness on the witness stand.
18 She gets to cross-examine. You get to conduct further
19 examination limited to those topics that Ms. Hager has covered.

20 If there are other issues, we'll see when they come
21 up. You can ask for leave to be able to ask those questions.
22 I can't rule on them in the abstract. Okay?

23 All right, any other -- Ms. Hager, remind me. You
24 were going to take some more depositions -- just refresh me.
25 Mr. Reed wanted to use some exhibits and there was an issue as

1 to whether there was foundation. You were going to go -- he
2 was -- you were going to go take some more depositions. Did
3 that ever happen?

4 MS. HAGER: I think you're referring to the sort of
5 most recent round of depositions.

6 THE COURT: Yes.

7 MS. HAGER: Right? So there were maybe four or five
8 of them. Those were --

9 THE COURT: You were going to do some of them by
10 telephone.

11 MS. HAGER: I did them by telephone. I --

12 THE COURT: That worked out okay?

13 MS. HAGER: I couldn't leave -- yes. Yes. So those
14 folks were, with one exception, contractors.

15 THE COURT: Okay, yes. Now I remember.

16 MS. HAGER: Yeah.

17 THE COURT: Yes, okay. All right.

18 Any other issues you want to raise, Mr. Reed?

19 So the two of you need to talk and try to work out --

20 MR. REED: Yeah, I --

21 THE COURT: Preferably, fewer days is better than more
22 days, okay? And I know you delivered --

23 MR. REED: Yeah, I didn't know when --

24 THE COURT: That's fine. No, I've got them right
25 here. Okay.

1 All right, let me give you the rulings on the motions
2 in limine. And Mr. Reed, on the way out, if you stop at my
3 chambers door -- knock on the door -- my courtroom deputy will
4 hand you paper copies. I'm not going read these in their
5 entirety. They were just entered on the Electronic Court
6 Filing system within the last hour. Okay?

7 Since you're not on ECF, my courtroom deputy has
8 copies of the orders to give you. Okay.

9 So the first order is denying creditor Frank Reed's
10 motion in limine to exclude expert report and testimony of
11 Oscar Marquis. And the substance was you withdrew your
12 proposed expert of Evan Hendricks and said you're not seeking
13 damages in connection with credit reports, and that's what
14 Marquis was about, so that motion is denied as moot. Since
15 you --

16 MR. REED: Okay.

17 THE COURT: -- withdrew Hendricks, it didn't seem to
18 me that had to be heard. Okay.

19 The Court is granting the ResCap Borrower Claims
20 Trust's motion in limine to exclude the expert testimony of
21 Christy Zoltun Donati.

22 The Donati -- I'm just summarizing. It's the written
23 order that's going to count. The Donati expert report was
24 prepared and offered in evidence during the September 15 to 16,
25 2014 trial. The Court ruled then that Donati's expert was not

1 admissible at trial because it is filled with impermissible
2 hearsay, contains faulty analysis and supported conclusions.
3 Reed proposes to offer the same unchanged expert report at the
4 forthcoming trial. The previously excluded expert report has
5 not improved with age.

6 MR. REED: Your Honor, with --

7 THE COURT: I don't want to hear any argument.

8 MR. REED: No, not argument.

9 THE COURT: Okay.

10 MR. REED: She's been withdrawn anyway. She's not on
11 the list.

12 THE COURT: Okay. All right. Then you'll -- there's
13 an order that's been entered because -- okay.

14 Order denying the ResCap Borrower Claims Trust's
15 motion in limine to exclude evidence of claimant's attempts to
16 refinance the Matlack property.

17 The Trust had moved in limine to exclude evidence at
18 trial concerning Reed's efforts to refinance the mortgage on
19 his Matlack Drive property, including the proposed testimony of
20 Robert Curley. The issue on remand is whether Mr. Reed
21 suffered any compensable damages in connection with economic
22 loss relating to other real estate transactions.

23 The damages recoverable relating to Reed's Matlack
24 property were already tried and determined in the earlier trial
25 on September 15 and 16, 2014. Whether evidence about Reed's

1 failed efforts to refinance the Matlack property because of
2 attempted wrongful foreclosure were the legal cause of
3 compensable losses relating to other properties, for example if
4 the refinancing failed because of the filing of the foreclosure
5 action and would have made sufficient funds available for Reed
6 successfully to complete the other real estate transactions,
7 that can't be determined at this time. The Court needs to hear
8 the evidence and arguments at trial.

9 Next is an order denying the ResCap Borrower Claims
10 Trust's motion in limine to exclude evidence of damages at
11 trial.

12 With respect to the two Richmond, Virginia properties:
13 Old Dell Trace and Brookstrace, the motion in limine is denied.
14 The Court needs to hear the evidence at trial before
15 determining whether the alleged damages with respect to these
16 two properties are too speculative and whether Reed's
17 methodology in computing alleged damages is permissible. With
18 respect to the two New Jersey properties, Reed seeks to recover
19 damages for loss of rent and lost profits. The Trust contends
20 that Reed has failed to establish that the debtors' conduct was
21 the legal cause for any damages relating to these properties.
22 Again, the motion in limine is denied. The Court will
23 determine whether the alleged damages are recoverable after
24 hearing the evidence at trial.

25 The Trust also argues that Reed is seeking duplicative

1 damages for the same economic loss. Duplicative damages may
2 not be recovered, but it is not clear at this stage whether
3 that is what Reed is attempting to do. Reed can properly offer
4 alternative measures of damages, but duplicative recovery will
5 not be permitted. In any event, the time to address this
6 argument will be after all of the evidence is admitted at
7 trial. The Court cannot determine at this stage what the
8 alleged duplicative damages are. Therefore the motion in
9 limine on these grounds is denied.

10 Finally, the Trust argues that it will be unduly
11 prejudiced if Reed is permitted to introduce evidence
12 "concerning speculative damages." This will be a bench trial
13 and not a jury trial. The risk of prejudice is minimal or
14 nonexistent. Reed's proffered evidence will still have to
15 satisfy the Rules of Evidence to be admitted at trial. Nothing
16 in this order precludes the Trust's counsel from asserting
17 timely objections to evidence at trial.

18 Next is an order granting in part the ResCap Borrower
19 Claims Trust's motion in limine to exclude the expert report
20 and testimony of Stevie Watson.

21 Mr. Reed's opposition argued that Watson's June 20,
22 2012 letter, which Reed submitted as an expert report, was
23 prepared for a Federal Reserve Board review of an earlier claim
24 Reed submitted. The Watson expert report related to alleged
25 economic loss suffered by Reed in connection with the Old Dell

1 Trace property in Richmond, Virginia. The June 20, 2012 letter
2 is attached to Watson's declaration dated March 30, 2016.
3 Other than stating that she is a realtor who has done a variety
4 of real estate transactions with Frank Reed -- that's in her
5 declaration at paragraph 1 -- Watson's qualifications to
6 provide an expert opinion on Reed's economic loss have not been
7 established. Watson's methodology apparently is to rely in
8 substantial part on an appraisal prepared by someone else at a
9 different date with no foundation established regarding that
10 appraisal, and then comparing the opinion as to value in that
11 appraisal with a tax assessment of the property.

12 The motion in limine includes quotations from Watson's
13 deposition in this contested matter. The testimony tends to
14 show that Watson's opinion is based on substantial part on
15 unsupported "guesstimates" and "assumptions" that Watson made
16 but are not contained in her opinion.

17 The Court concludes that Watson's expert report is not
18 admissible. Reed also argues that Watson will also testify as
19 a fact witness regarding her work in marketing the Dell Trace
20 property. Whether Watson can offer competent admissible
21 evidence as a fact witness will be determined at trial.

22 Therefore, the motion in limine is granted to the
23 extent that Watson's expert report will be excluded from
24 evidence.

25 Next is an order granting in part and denying in part

1 the ResCap Borrower Claims Trust's motion in limine to exclude
2 evidence concerning claimant's attorneys' fees incurred in
3 defense of the foreclosure action.

4 Mr. Reed, in his opposition stated that he's not
5 seeking to recover any of Walter's attorneys' fees relating to
6 the Matlack foreclosure, but related to other matters. The
7 Trust filed a reply, limiting its motion in limine to a request
8 to exclude evidence of Walter's fees relating to the Matlack
9 foreclosure, but making no argument whether any other fees paid
10 to Walter is compensable.

11 I won't read the rest, but basically, you can't offer
12 evidence of fees paid to Walters in connection with the Matlack
13 foreclosure, but if you've got evidence in connection with some
14 other matter, I'll consider it and Ms. Hager can object if it's
15 appropriate.

16 Next is an order granting the ResCap Borrower Claims
17 Trust's motion in limine to exclude evidence concerning
18 claimant's expert witness fees as damages.

19 Mr. Reed submitted a statement concurring in the
20 Trust's position, and so the motion in limine is granted, but
21 Mr. Reed acknowledged that he wasn't trying to introduce
22 evidence.

23 So that is all of the motions in limine. Mr. Reed,
24 you can pick up copies of the orders next door. Ms. Hager,
25 you'll have to pull them off of ECF.

1 All right. So all of the motions in limine have been
2 resolved. I always try -- I try, if possible, to do that
3 before trial so that each side knows what can come in and what
4 can't come in and how they should proceed.

5 The two of you ought to confer. Mr. Reed, you ought
6 to let Ms. Hager know whether, in light of your agreement not
7 to pursue breach of contract damages, not to seek damages in
8 connection with credit reports -- I don't know whether any of
9 your exhibits fall away because of that. You ought to let Ms.
10 Hager know whether you're withdraw -- whether you no longer
11 plan to offer some of the exhibits that are on your list.
12 Okay.

13 Just bear with me a second. Okay?

14 (Pause)

15 THE COURT: Okay. So we start trial on Monday the
16 26th at 9 a.m. And I'm looking at a calendar to see whether
17 there are any issues scheduled.

18 (Pause)

19 THE COURT: No, it doesn't appear that I have any
20 other problems. So the usual is that we start at 9 and we take
21 a morning recess, and then we break for lunch normally around
22 12:30 or so. If a witness is on the witness stand and their
23 questioning can be completed in a relatively short time, we may
24 move our lunch break back a little bit. I try not to
25 inconvenience witnesses, if possible. Otherwise typically we

1 take the lunch break from 12:30 until 2. And we ordinarily
2 will go on till 5 o'clock. But again, if a witness is close to
3 completing his or her testimony, we'll go a little later and
4 finish them up.

5 When there are objections that are going to be made
6 during trial, I generally only want to hear "objection" and
7 maybe one word "hearsay" or "foundation". I don't want -- I
8 don't want explanations or speaking objections. If I need a
9 further explanation for an objection, I'll ask for it. But I
10 don't want to hear -- I don't want to hear argument about
11 whether something should or shouldn't be in, unless I ask for
12 it. I generally try to be very crisp in ruling on evidentiary
13 objections.

14 Also, you'll make whatever objections you feel are
15 appropriate, but there is no jury, and I think that use your
16 discretion in deciding whether to make objections.

17 With respect to Mr. Reed's testimony, Ms. Hager, I
18 will permit him to testify in the narrative form. He doesn't
19 have to ask himself questions. And he'll have to come up to
20 the witness stand and be sworn. And Mr. Reed, I would urge you
21 to plan out what it is you want to tell me. And if you want to
22 bring up some notes with you, if Ms. Hager, if she asks for it,
23 she's entitled to see the notes. I should tell you that. And
24 I don't know whether she'll ask to see them or not. But I
25 think it will help you organize your testimony if you have some

1 notes.

2 If you're going to refer to exhibits that you want me
3 to look at, you need to refer to the exhibits by their exhibit
4 number. And you're going to need to offer the exhibits in
5 evidence as well.

6 I'll try and give some leeway, because you're without
7 a lawyer. But the rules of evidence do apply. But I think it
8 will help move your testimony along and other witnesses along,
9 and when you cross-examine any witnesses, or if you have
10 witnesses on redirect -- in other words, you put in the written
11 and Ms. Hager cross-examines, and you have further questions,
12 it helps if you have organized your thoughts as to what you
13 want to ask about. If you're going to show the witnesses
14 exhibits, you need to tell Ms. Hager what exhibits you're
15 referring to and tell me as well so that I can look at them.

16 I don't think I have any other guidance to give
17 anybody. Any other questions that either of you have, Mr.
18 Reed?

19 MR. REED: I don't think so.

20 THE COURT: Okay, Ms. Hager.

21 MS. HAGER: Just one with respect to our copy of the
22 exhibits, Your Honor. Is that something Your Honor wants the
23 day of trial, or do you need those beforehand?

24 THE COURT: We'll have them beforehand. Yeah, so
25 that -- I usually like to have things in hand, if possible, a

1 week before trial. I have Mr. Reed's exhibits now. So you
2 really ought to-- and obviously -- have you given Mr. Reed a
3 set of your exhibits?

4 MS. HAGER: Yes.

5 THE COURT: Okay. Yes, I do like to see them a week
6 before if possible.

7 MS. HAGER: Sure.

8 THE COURT: I have them all up on the bench here, and
9 again, you will refer to exhibits by number or letter. Okay?

10 Any more questions, Mr. Reed?

11 MR. REED: No.

12 THE COURT: Okay. You both can make opening
13 statements if you wish to do so. They don't need to be
14 lengthy. They can help orient me to what the issues you're
15 raising, you're focusing on. There are some rental properties
16 in New Jersey and several properties in Richmond, Virginia.
17 And your opening statement isn't evidence, but so you'll have
18 to put in the evidence in trial. But helps if you wish to sort
19 of give me the walking tour of what it is you're going to
20 endeavor to prove. Okay?

21 MR. REED: Okay.

22 THE COURT: And Ms. Hager, obviously you can make an
23 openings before you -- as you wish. Okay?

24 MS. HAGER: Yes, Your Honor.

25 THE COURT: All right. I will see you all on the

1 26th. I'll ask this question, because I always do. Is there
2 any possibility of settlement?

3 MS. HAGER: I don't think so, Your Honor.

4 THE COURT: Okay. See you all on the 26th at 9
5 o'clock.

6 MS. HAGER: Thank you, Your Honor.

7 THE COURT: And the courtroom is -- you can get into
8 the court security, pass court security, I think, at 8:30.

9 MR. REED: Your Honor, is there any way I can have my
10 phone at trial, because I use it as my -- like I have files and
11 notes and stuff like that.

12 THE COURT: Okay. Turn the ringer off. I have to --
13 I will have to -- we'll have to provide the court security
14 officers with something in writing, which we'll do, authorizing
15 you -- do you use a computer too, Mr. Reed?

16 MR. REED: Yes.

17 THE COURT: Authorizing you to bring your phone and a
18 computer into court for the trial beginning on September 26th.

19 MR. REED: Okay.

20 THE COURT: All right? But you have to keep the
21 ringer off and --

22 MR. REED: Not a problem. Not a problem.

23 THE COURT: Okay. And Ms. Hager, you can bring any
24 electronics in that you want. Lawyers -- our court rule
25 permits lawyers to bring them in.

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1 MR. REED: That's why they asked me that, Your Honor.

2 THE COURT: Nonlawyers, only with special permission
3 from the court. And I will -- we will give the court security
4 officers a writing authorizing you to bring your phone and
5 computer into the court. Okay?

6 MR. REED: Okay.

7 THE COURT: Anything else? All right, see you all on
8 the 26th. Thank you.

9 MS. HAGER: Thank you.

10 (Whereupon these proceedings were concluded at 12:36 PM)

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I N D E X

RULINGS

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Frank Reed's motion in limine to exclude expert report and testimony of Oscar Marquis, denied as moot.	13	10
ResCap Borrower Claims Trust's motion in limine to exclude the expert testimony of Christy Zoltun Donati, granted.	13	20
ResCap Borrower Claims Trust's motion in limine to exclude evidence of claimant's attempts to refinance the Matlack property, denied.	14	15
ResCap Borrower Claims Trust's motion in limine to exclude evidence of damages at trial, denied	15	10
ResCap Borrower Claims Trust's motion in limine to exclude the expert report and testimony of Stevie Watson, granted in part.	16	19

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2	ResCap Borrower Claims Trust's motion in	17	25
3	limine to exclude evidence concerning		
4	claimant's attorneys' fees incurred in		
5	defense of the foreclosure action, granted		
6	in part.		
7	ResCap Borrower Claims Trust's motion in	18	17
8	limine to exclude evidence concerning		
9	claimant's expert witness fees as damages,		
10	granted.		
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C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript is a true and accurate record of the proceedings.

Penina Wolicki

PENINA WOLICKI

AAERT Certified Electronic Transcriber CET**D-569

eScribers

700 West 192nd Street, Suite #607

New York, NY 10040

Date: September 15, 2016